

ScottsRTO, LLC

PO Box 100 • Melber, KY 42069 • Office: 270-558-4936 Email: scottsrto@gmail.com • Web: www.scottsrto.com

Rental Purchase Agreement entered into this day _____ between Scotts RTO, LLC, and:

Name _____	Home Phone _____
Address _____	Cell Phone _____
City _____	State _____ Zip Code _____
Email _____	County _____ Sales Tax Rate _____

Physical Address: _____ State _____ Zip Code _____

In this Agreement, "we," "us," and "our" refer to Scott's RTO, LLC, as Lessor. "You" and "your" refer to the person(s) signing this Agreement as the Lessee/Rental Customer. "Agreement" refers to this Rental-Purchase Agreement. "Property" refers to the rental Property described below.

1. **Description of Property:** Size _____ Style _____ Wood Metal Vinyl
 Colors: Sides _____ Trim _____
 Roof _____ Metal Roof _____ Shingle Roof
 Cash Price \$ _____ (not including sales tax) Serial # _____
 Condition (choose one) New Used (if used, note condition) _____
 Rental Ownership Term (choose) _____

2. **Security Deposit:** When you sign this Agreement, you must pay us a Security Deposit of \$ _____ which we will hold as security for the performance of your obligations under this Agreement. When this Agreement expires, we will return the Security Deposit to you within 30 days, less any amounts that you still owe us. Security Deposit may be used to pay for charges or costs you owe us due to your breach of the Agreement. If we use any of these funds during this Agreement, you agree to restore security deposit to its full amount immediately.

3. **Rental Payments:** Regular monthly rental payment: \$ _____ NOT including Liability Damage Waiver or sales tax.
Discounted CRA monthly rental payment: \$ _____ NOT including Liability Damage Waiver or sales tax.

4. **Customer Reserve Account (Optional):** If you choose, you can reduce the amount of your monthly rental payment by depositing money into your CRA. If you deposit \$ _____, this will reduce your rental payment as show in item 2. You can apply your CRA to your Early Purchase Option (Item 9). If you return the Property, we will return the money in your CRA within 10 days, less any amount you still owe us as of the date of return.

5. **Liability Damage Waiver (Optional):** If you choose this option by paying the fee of \$ _____ per month, you will not be liable for loss of or damage to the Property from fire, storm, flood or other Act of God. You must be current on all payment due to claim LDW. LDW does not cover loss or damage due to you or your family's willful acts or gross negligence. LDW does not cover mysterious disappearance or loss from theft. By your initials you accept _____ or decline _____ this coverage.

6. **Late Fees:** A late charge of up to \$15.00 will be deducted from any payment that is over 10 days past due.

7. **Non-Sufficient Funds:** If Lessee's check is returned for non-sufficient funds (NSF), or a credit card payment is declined then a bank or card declined fee of up to \$30.00 will apply

8. **Initial Rental Payment:** Your initial due when you sign this Agreement includes the following charges:

- a. Initial Rental Payment equal to _____ months rent-----\$ _____
- b. Sales Tax -----\$ _____
- c. Liability Damage Waiver -----\$ _____
- d. Security Deposit -----\$ _____
- e. Optional Customer Reserve Account-----\$ _____
- f. Total Initial Payment-----\$ _____

9. **Rental Purchase Ownership:** If you make _____ monthly rental payments in a row, we will apply the balance in your Customer Reserve Account, plus sales tax, and you will own the Property. You will have paid a **Total Cost** of \$ _____ not including Liability Damage Waiver or sales tax. Or, you can exercise an early purchase option at any time by paying _____% of the remaining payments plus sales tax for ownership. You will not obtain ownership unless you pay the **Total Cost** or exercise your early purchase option. The **Total Cost** does not include other fees and charges like sales tax, LDW, or late fees.

10. **Rental Term and Payment Schedule:** This Agreement is for one month. After that, you have three options: (a.) you can continue using the Property by making a rental renewal payment in advance; (b.) you can purchase the Property (see item 9); or (c.) you can return Property to us with no further obligation, except for any past due payments.

11. **Termination:** You can terminate this Agreement at any time without penalty by returning the Property to us or making arrangements with us to have it returned. If you fail to make a timely rental renewal payment, this Agreement terminates automatically and you agree to return the Property to us.

12. **Reinstatement:** If this Agreement is terminated for any reason, you can reinstate it without losing any rights or options previously acquired by paying all past due rental payments, cost of pickup, redelivery, and refurbishment within forty-five (45) days of termination date. If you reinstate, we will return to you the same Property, or Property of comparable quality and condition.

13. **Use of the Property and Alterations:** You cannot allow the Property to be altered in any manner without our prior written consent. This includes adding shelves, the addition of equipment or accessories or placing signs on the Property. You cannot affix the Property to real estate in such a manner that it cannot be removed without damage. You cannot allow the Property to be used for any unlawful purpose, nor for housing any animal(s). The Property must be accessible to us at all times.

14. **Maintenance:** You are responsible for maintaining the Property in good condition while it is in your possession.

15. **Loss of or Damage to the Property:** We do not carry insurance on this Property, and you are responsible for its safety until it is returned to us. You are fully responsible for the fair market value of the Property due to its loss or destruction from all causes, including, but not limited to, theft, vandalism, malicious mischief, acts of God, or mysterious disappearance. If this Property is damaged, you agree to pay immediately for all repairs, not to exceed fair market value. You can cover some of your liability by choosing the optional Liability Damage Waiver in item 5.

16. **Contents:** We will not be liable to you or to anyone else for any loss of or damage to any contents located in the Property while you are in possession of the Property. If this Agreement terminates for any reason, you agree to remove all contents from the Property before returning it to us. We will not be responsible to you or to anyone else for any loss of, damage to or destruction of any contents in the Property resulting from retrieval of the Property after this Agreement terminates for any reason. We are not in the warehouse business, and we do not have custody or control of the contents of the Property. We will not be responsible for any contents that are still in the Property when we retrieve it. If the Property is not empty when we recover it, we will hold the contents at your sole risk for 15 days for you to claim them. After that contents in Property will be considered abandoned by you and become our property and it will be our responsibility to dispose of or discard them at our expense.

17. **Tgtlxcmand Returns:** If you do not renew this Agreement, you agree to give us permission to retrieve the Property immediately subject to your reinstatement. You also agree to promptly remove all contents as described above and have a clear path for access to retrieve the Property. You agree to take full responsibility for ruts, tracks, or any damage done to yard due to retrieval of Property. If we come to your house to pick up the Property and you choose to renew this Agreement instead, you agree to pay us \$100.00 plus all other amounts you owe as reimbursement for our expenses.

18. **Condition of Property and Warranty:** You agree that you have examined the Property and have agreed to rent it "as is." You understand that we are making no representations, warranties, or promises of any kind as to the condition, quality, or suitability of the Property. If you obtain ownership of the Property we will transfer any unexpired manufacturer's warranty to you if permitted by the terms of the warranty.

19. **Forbidden Acts:** You cannot sell, mortgage, pawn, pledge, encumber, or dispose of the Property. You cannot move the Property from the address above without our consent. With our consent, you can move the Property, but you will assume all costs associated with it. You cannot assign your rights in this Agreement without our prior written consent. Each of these acts is a breach of this Agreement.

20. **Entire Agreement:** This Agreement sets forth the entire Agreement between you and us and may not be changed except in writing signed by both parties.

21. **Bankruptcy:** In the event Lessee files bankruptcy and includes the Property in bankruptcy, Lessee agrees to voluntarily surrender the Property back to Lessee (Initial).

BY SIGNING THIS AGREEMENT, LESSEE ACKNOWLEDGES THE FOLLOWING: (A) LESSEE HAS READ AND UNDERSTANDS ALL PROVISIONS AND CONDITIONS OF THIS AGREEMENT, AND (B) LESSEE HAS RECEIVED A SIGNED, LEGIBLE COPY OF THIS AGREEMENT.

Reference #1

Name: _____

Address: _____

Phone# _____

Relationship: _____

Reference #2

Name: _____

Address: _____

Phone# _____

Relationship: _____

Vendor Name: _____

Driver's License# _____ CONSUMER (Lessee): _____